

SERFF Tracking Number:	NALH-126431060	State:	Arkansas
Filing Company:	Midland National Life Insurance Company	State Tracking Number:	44460
Company Tracking Number:	TR153;TR154		
TOI:	L08 Life - Other	Sub-TOI:	L08.000 Life - Other
Product Name:	TR153;TR154		
Project Name/Number:	TR153;TR154/TR153;TR154		

Filing at a Glance

Company: Midland National Life Insurance Company

Product Name: TR153;TR154

TOI: L08 Life - Other

Sub-TOI: L08.000 Life - Other

Filing Type: Form

SERFF Tr Num: NALH-126431060 State: Arkansas

SERFF Status: Closed-Approved-Closed
Closed

Co Tr Num: TR153;TR154

Authors: Laurie Gruba, Paula
Kunkel-White, Gayle Lovorn, Gail
Velen

Date Submitted: 12/28/2009

State Status: Approved-Closed

Reviewer(s): Linda Bird

Disposition Date: 01/04/2010

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

State Filing Description:

Implementation Date:

General Information

Project Name: TR153;TR154

Project Number: TR153;TR154

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 01/04/2010

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 12/23/2009

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 01/05/2010

Created By: Paula Kunkel-White

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Paula Kunkel-White

Filing Description:

TR153 Accelerated Death Benefit Endorsement

TR154 Accelerated Death Benefit Endorsement

NOTE: We have a companion filing being submitted in SERFF under NALH-126431021 for North American Company, our sister company, for review and approval. We would like to request the same examiner be assigned to review these 2 companion filings, if possible, since the products are similar. The differences between the two filings are the issuing company and form numbers.

<i>SERFF Tracking Number:</i>	<i>NALH-126431060</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Midland National Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>44460</i>
<i>Company Tracking Number:</i>	<i>TR153;TR154</i>		
<i>TOI:</i>	<i>L08 Life - Other</i>	<i>Sub-TOI:</i>	<i>L08.000 Life - Other</i>
<i>Product Name:</i>	<i>TR153;TR154</i>		
<i>Project Name/Number:</i>	<i>TR153;TR154/TR153;TR154</i>		

We are filing the above forms for review and approval. These are new forms and do replace any forms currently on file. The forms are laser printed and we reserve the right to change fonts and layouts. We certify the font size will never be less than the minimum 10 point required. Licensed agents of the Company will market this product on an individual basis.

These endorsement forms as designed for use with our Survivor Flexible Premium Adjustable Universal Life Insurance Policy with Indexed Features policy form series L13903 and L139W03 approved under the state tracking number of 43390 on 9/9/2009 & NALH-126338762 on 11/6/09, respectively. These endorsement forms will be offered on newly issued policies and in-force policies under these policy form series numbers. Only one of these endorsement forms will be issued on the policy. The default endorsement form is TR154 if the applicants do not meet specified qualifications. If the applicants meet the qualifications, then the TR153 will be issued on the policy.

The TR153 is a combination endorsement which has both Chronic Illness and Terminal Illness benefits. It allows the owner of the policy to accelerate a portion of the Death Benefit if the Survivor has been certified by a physician to be Chronically Ill or Terminally Ill. The definitions of Chronically Ill and Terminally Ill are stated in the endorsement form. The Owner can only elect the accelerate benefits under one of these conditions at any given time. There is no additional premium cost for this endorsement however, there is an administrative fee when the benefit is elected. The default payment method is a lump sum but the Owner can choose to receive a Periodic Payment on a semi-annual basis. To qualify for this endorsement form, the following qualifications for Chronic Illness benefits must be met:

1. Maximum Joint Equal Age of 75 or less; and
2. Combined table rating of 8 or less; and
3. Neither life is uninsurable; and
4. Neither life has a medical flat extra.

If the applicants do not meet the above qualifications, then the endorsement form, TR154, will automatically be issued. The maximum Death Benefit that we will accelerate on any Policy is \$1,000,000. Please refer to the Actuarial Memorandum for further details.

The TR154 endorsement has strictly a terminal illness benefit. It allows the owner of the policy to accelerate a portion of the Death Benefit if the Survivor has been certified by a physician to be Terminally Ill. The definition of Terminally Ill is stated in the endorsement form. There is no additional premium cost for this endorsement however, there is an administrative fee when the benefit is elected. Only one election can be made for Terminal Illness and payment will be lump sum. There are no underwriting restrictions for this endorsement form. Please refer to the Actuarial Memorandum for further details.

Included in this filing under the Supporting Documentation Tab are samples of Schedule of Policy Benefits completed for each Accelerated Death Benefit Endorsement; a sample of the disclosure form which will be given to the applicant at

SERFF Tracking Number: NALH-126431060 State: Arkansas
 Filing Company: Midland National Life Insurance Company State Tracking Number: 44460
 Company Tracking Number: TR153;TR154
 TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
 Product Name: TR153;TR154
 Project Name/Number: TR153;TR154/TR153;TR154

time of application; and a sample of the benefit payment worksheet which will be sent with the claim form to the Owner.
 This information is supplemental and is submitted for informational purposes only.

Should you need any additional information regarding this filing, please contact me.

Company and Contact

Filing Contact Information

Paula Kunkel White, Contracts Analyst pwhite@nacolah.com
 525 W. VAN BUREN 800-800-3656 [Phone] 27179 [Ext]
 CHICAGO, IL 60607 312-648-7780 [FAX]

Filing Company Information

Midland National Life Insurance Company CoCode: 66044 State of Domicile: Iowa
 525 W. Van Buren Street Group Code: 431 Company Type: Life and Annuity
 Chicago, IL 60607 Group Name: State ID Number:
 (800) 800-3656 ext. [Phone] FEIN Number: 46-0164570

Filing Fees

Fee Required? Yes
 Fee Amount: \$40.00
 Retaliatory? No
 Fee Explanation: \$20 per form filed separately from a policy X 2 forms = \$40
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Midland National Life Insurance Company	\$40.00	12/28/2009	33124211

<i>SERFF Tracking Number:</i>	<i>NALH-126431060</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Midland National Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>44460</i>
<i>Company Tracking Number:</i>	<i>TR153;TR154</i>		
<i>TOI:</i>	<i>L08 Life - Other</i>	<i>Sub-TOI:</i>	<i>L08.000 Life - Other</i>
<i>Product Name:</i>	<i>TR153;TR154</i>		
<i>Project Name/Number:</i>	<i>TR153;TR154/TR153;TR154</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/04/2010	01/04/2010

<i>SERFF Tracking Number:</i>	<i>NALH-126431060</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Midland National Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>44460</i>
<i>Company Tracking Number:</i>	<i>TR153;TR154</i>		
<i>TOI:</i>	<i>L08 Life - Other</i>	<i>Sub-TOI:</i>	<i>L08.000 Life - Other</i>
<i>Product Name:</i>	<i>TR153;TR154</i>		
<i>Project Name/Number:</i>	<i>TR153;TR154/TR153;TR154</i>		

Disposition

Disposition Date: 01/04/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	NALH-126431060	State:	Arkansas
Filing Company:	Midland National Life Insurance Company	State Tracking Number:	44460
Company Tracking Number:	TR153;TR154		
TOI:	L08 Life - Other	Sub-TOI:	L08.000 Life - Other
Product Name:	TR153;TR154		
Project Name/Number:	TR153;TR154/TR153;TR154		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Actuarial Memorandums		No
Supporting Document	Statement of variability		Yes
Supporting Document	Disclosure form, benefit payment worksheet and sample schedule pages		Yes
Form	Accelerated Death Benefit Endorsement		Yes
Form	Accelerated Death Benefit Endorsement		Yes

SERFF Tracking Number: NALH-126431060 State: Arkansas

Filing Company: Midland National Life Insurance Company State Tracking Number: 44460

Company Tracking Number: TR153;TR154

TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other

Product Name: TR153;TR154

Project Name/Number: TR153;TR154/TR153;TR154

Form Schedule

Lead Form Number: TR153

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	TR153	Policy/Cont Accelerated Death ract/Fratern Benefit Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.500	TR153 Combo ABR.pdf
	TR154	Policy/Cont Accelerated Death ract/Fratern Benefit Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.100	TR154 Terminal illness ABR.pdf



A Member of the Sammons Financial Group

A Stock Company

Principal Office: 4601 Westown Parkway, Suite 300, West Des Moines, IA 50266 ♦ (515) 440-5500

Executive Office: One Sammons Plaza, Sioux Falls, SD 57193 ♦ (800) 923-3223

www.MNlife.com

ACCELERATED DEATH BENEFIT ENDORSEMENT

PAYMENT OF ACCELERATED DEATH BENEFITS PAID UNDER THIS ENDORSEMENT WILL REDUCE THE POLICY'S DEATH BENEFIT AND POLICY VALUES, WHICH INCLUDE, BUT ARE NOT LIMITED TO, THE ACCOUNT VALUE, CASH SURRENDER VALUE, AND LOAN VALUE.

UNLIKE CONVENTIONAL LIFE INSURANCE PROCEEDS, AMOUNTS PAYABLE AS ACCELERATED DEATH BENEFITS COULD BE TAXABLE UNDER SOME CIRCUMSTANCES. WE RECOMMEND THAT YOU CONSULT YOUR PERSONAL TAX ADVISOR PRIOR TO ELECTING AN ACCELERATED DEATH BENEFIT UNDER THIS ENDORSEMENT TO ASSESS THE TAX TREATMENT IN YOUR INDIVIDUAL CIRCUMSTANCES.

THE ACCELERATED DEATH BENEFITS OF THIS ENDORSEMENT ARE NOT PAYABLE IF THE POLICY TO WHICH IT IS ATTACHED IS NOT IN EFFECT.

The Owner is referred to as "You" or "Your"; Midland National Life Insurance is referred to as "We", "Our", or "Us."

This Endorsement is attached to and made a part of Your Policy. Except as provided in this Endorsement, all other terms, provisions and conditions of Your Policy remain the same.

EFFECTIVE DATE – The Effective Date of this Endorsement is the Policy Date shown in the Schedule of Policy Benefits of Your Policy.

CONSIDERATION – This Endorsement is issued in consideration of the application and payment of the initial premium for the base Policy. There is no additional charge associated with this Endorsement. However, an administrative fee is required when an Accelerated Death Benefit Payment is made.

ENDORSEMENT BENEFITS – This Endorsement provides Accelerated Death Benefits for:

1. Terminal Illness; and
2. Chronic Illness.

You can only elect to Accelerate Death Benefits under one of these conditions at any given time.

We will pay You, or Your estate, a portion of the Policy Death Benefit You wish to accelerate after the death of the first insured during the lifetime of the Survivor upon Our receipt of due Proof of Qualifying Event that the Survivor is Terminally Ill or Chronically Ill as defined in this Endorsement. Unless the Accelerated Death Benefits have been otherwise assigned or designated by You, such Accelerated Death Benefits will be paid:

1. While the Policy is in effect, other than by reduced paid-up life insurance; and
2. Upon Election by You; and
3. In lieu of payment of the full Death Benefit of the Policy upon the death of the Survivor; and
4. Subject to the terms of this Endorsement.

The Survivor's Accidental Death Benefit, if any, will not be affected by the acceleration of Death Benefits under this Endorsement.

The maximum Death Benefit We will accelerate on the Policy is \$1,000,000.

Prior to or beginning with the Election to accelerate Death Benefits, You, and any Irrevocable Beneficiary, will be provided a statement demonstrating the effect of the acceleration of the Death Benefit payment on the Policy's Net Cash Surrender Value, Death Benefit, Monthly Deductions, and Policy Debt. It will include any premium necessary to continue coverage following acceleration, the administrative fee and the discount applied to the Accelerated Death Benefit.

ACCELERATED DEATH BENEFIT PAYMENT – The Accelerated Death Benefit Payment will be determined upon Your Election. The following factors may be used in the determination of the payment:

1. The Accelerated Death Benefit; and
2. The Account Value of the Policy; and
3. The Guaranteed Maximum Insurance Rates of the Policy; and
4. The future expected lifetime of the Survivor; and
5. The Accelerated Death Benefit Interest Rate in effect; and
6. The administrative fee. The maximum administrative fee will not exceed \$200.00 for each Election.

We will pay the present value of the Policy Death Benefit that is being accelerated (the Accelerated Death Benefit). An actuarial discount based on mortality and interest will be applied to the Accelerated Death Benefit. This discount reflects the early payment of the Death Benefit that is being accelerated. The discount will be based on mortality rates and an annual interest rate which has been declared by Us in effect as of the Election Date.

The Accelerated Death Benefit Payment will be less than the Accelerated Death Benefit.

DEATH BENEFIT – If You elect to receive Accelerated Death Benefits under this Endorsement, the Policy's Death Benefit payable upon due proof of death of the Survivor to Your Beneficiary will be reduced. We will reduce the Death Benefit amount by the Accelerated Death Benefits under this Endorsement. Upon due proof of death of the Survivor, We will pay the Beneficiary any remaining portion of the Death Benefit that We have not accelerated to the Owner under this Endorsement. For Periodic Payments for Chronic Illness, the Death Benefit will be reduced at the time of each Periodic Payment.

COORDINATION OF ACCELERATED DEATH BENEFITS – We will not simultaneously accelerate any portion of the Policy's Death Benefit for Chronic Illness and Terminal Illness under this Endorsement. You must discontinue any existing Accelerated Death Benefit Payments in order to elect the other Accelerated Death Benefit under this Endorsement.

POLICY CHANGES – If, prior to the Election of Accelerated Death Benefits under this Endorsement, You elect to increase the Specified Amount or change from a Level Death Benefit Option to an Increasing Death Benefit Option while this Endorsement is in effect, and the evidence of insurability is not satisfactory to meet the requirements for this Endorsement, the total Policy Death Benefit that is eligible for acceleration under this Endorsement will be limited to the Death Benefit immediately prior to the increase or change in the Death Benefit Option.

PROVISIONS OR RIDERS OR ENDORSEMENTS THAT RESTRICT CHANGES TO YOUR DEATH BENEFIT – If You have elected a Policy provision, Rider, or Endorsement that restricts You from making changes to Your Death Benefit, You may not elect Accelerated Death Benefits under this Endorsement.

DEFINITIONS

Activities of Daily Living – are those basic human functional abilities, which measure the Survivor's ability for self care, to live independently without Substantial Assistance from another person as described below.

1. Bathing – the ability to wash oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower;
2. Continence – the ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for catheter or colostomy bag);
3. Dressing – the ability to put on and take off all items of clothing and any necessary braces, fasteners or artificial limbs;
4. Eating – the ability to feed oneself by getting food into the body from a receptacle (such as a plate, cup or table) or by a feeding tube or intravenously;
5. Toileting – the ability to get to and from the toilet, getting on and off the toilet, and performing associated personal hygiene; and
6. Transferring – the ability to move into or out of a bed, chair or wheelchair.

Accelerated Death Benefits – are the advance payment of a portion of the Death Benefits payable under Your Policy, subject to the conditions of this Endorsement. At the time of each Election, You will specify the portion of the Death Benefit You wish to accelerate, which is the Accelerated Death Benefit on the Election Date.

Accelerated Death Benefit Interest Rate – means the interest rate used in calculating the Accelerated Death Benefit Payment. The Accelerated Death Benefit Interest Rate will not exceed the greater of:

1. The yield on 90-day U.S. Treasury Bills on the Election Date; and
2. The maximum adjustable Policy Loan interest rate allowed by law on each Election Date.

Chronically Ill or Chronic Illness – means the Survivor has been certified through a written certification by a Physician within the last 12 months as:

1. Being permanently unable to perform, for at least 90 consecutive days without Substantial Assistance from another person, at least two Activities of Daily Living; “90 consecutive days” includes consecutive days immediately prior to the Policy being in effect; or
2. Requiring Substantial Supervision by another person, to protect oneself from threats to health and safety due to Severe Cognitive Impairment.

Election Date – means the Monthly Anniversary immediately following the date the signed application to elect Accelerated Death Benefits under this Endorsement is approved by Us.

Immediate Family – means the spouse, children, siblings, parents, grandparents, grandchildren, and any of their spouses.

Initial Election Date – means the first Election Date You elect Accelerated Death Benefits for Chronic Illness under this Endorsement.

Physician – is a licensed medical doctor or licensed doctor of osteopathy operating within the scope of the license. A Physician cannot be You, the Survivor, a member of Your Immediate Family, or a member of the Survivor’s Immediate Family.

Proof of Qualifying Event – is a Written Notice consisting of documents necessary to prove the Survivor’s eligibility for Accelerated Death Benefits under this Endorsement. “Written Notice” is a properly completed application form and a Physician’s written certification acceptable to Us that the Survivor meets the definition of Chronic Illness or Terminal Illness. We may request additional medical information from the Survivor’s Physician which describes the nature and extent of the Qualifying Event. For Chronic Illness, a Physician’s written certification must be received every 12 months to continue to qualify for Accelerated Death Benefits.

Protected Status – means the Policy has met the requirements for Protected Status Eligibility and is guaranteed to not enter the Grace Period.

Protected Status Eligibility – The Policy will permanently be placed in Protected Status if the total Death Benefits accelerated under this Endorsement are equal to or greater than the Cumulative Accelerated Benefit Percentage shown in the Schedule of Policy Benefits for this Endorsement, multiplied by the Death Benefit on the Initial Election Date.

Qualifying Event – means a medical condition which results in a Chronic Illness or Terminal Illness. After We receive Proof of Qualifying Event, We may require a second opinion and examination by a Physician We designate. In the event the Survivor’s Physician and Our appointed Physician disagree on whether the Survivor is Chronically Ill or Terminally Ill, Accelerated Death Benefit eligibility will be determined by a third medical opinion provided by a Physician mutually acceptable to both You and Us. We will pay for the expense of these additional medical opinions.

Residual Death Benefit – is the greater of 5% of the Policy Death Benefit on the Initial Election Date or \$10,000. The Residual Death Benefit only applies to Accelerated Death Benefits for Chronic Illness.

Severe Cognitive Impairment – means deterioration or loss of intellectual capacity that is measured by clinical evidence and standardized tests, which reliably measure impairment in:

1. Short-term or long-term memory; or
2. Orientation to person, place or time; or
3. Deductive or abstract reasoning; or
4. Judgment as it relates to safety awareness.

Substantial Assistance – means stand-by or hands-on assistance from another person without which the Survivor receiving such assistance would be unable to perform Activities of Daily Living. Stand-by assistance means the presence of another person within arm's reach of the Survivor that is necessary to prevent, by physical intervention, injury to the Survivor while he/she is performing Activities of Daily Living. Hands-on assistance means the direct physical assistance of another person.

Substantial Supervision – means requiring continual supervision by another person to protect the Survivor from threats to health or safety due to Severe Cognitive Impairment and may include cueing by verbal prompting, gestures, or other similar demonstrations.

Survivor – means the last living person insured by the Policy to which this Endorsement is attached whose Death Benefit is being accelerated. This does not include any additional persons(s) insured by Riders or Endorsements attached to the Policy.

Terminally Ill or Terminal Illness – means the Survivor has been certified through a written certification by a Physician that the Survivor has been diagnosed with a medical condition which results in a drastically limited life span. A drastically limited life span is a life span of 24 months or less.

SECTION 1: ACCELERATED DEATH BENEFITS FOR TERMINAL ILLNESS

BENEFIT AMOUNT FOR TERMINAL ILLNESS – At the time of Election, You will specify the Accelerated Death Benefit, which is the portion of the Policy Death Benefit You wish to accelerate.

The minimum Accelerated Death Benefit for Terminal Illness is the smaller of 10% of the Death Benefit on the Election Date or \$100,000.

The maximum Accelerated Death Benefit for Terminal Illness is the smaller of 75% of the Death Benefit on the Election Date or \$750,000.

The Accelerated Death Benefit may be limited when policy changes are made. See the Policy Changes provision on page 2 for details.

BENEFIT PAYMENT FOR TERMINAL ILLNESS – The Accelerated Death Benefit Payment will be paid in a lump sum, and will at least be equal to the Net Cash Surrender Value multiplied by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

ELECTION OF BENEFITS FOR TERMINAL ILLNESS – To elect Accelerated Death Benefits, You must complete an application. We will provide this application within 15 days of the receipt of Your written request at Our Executive Office. If We do not send the application to Your last known address within 15 days of the receipt of Your request, it will be considered You complied with the Election requirements as long as You submit a Physician's written certification that the Survivor is Terminally Ill. You must also provide Us with written consent of any assignee and any Irrevocable Beneficiaries.

Only one Election can be made for Terminal Illness. If the Survivor dies after You elect to receive Accelerated Death Benefits under this Endorsement, but before any Accelerated Death Benefit Payment is made, the Election will be cancelled and the Death Benefit will be paid as described in Your Policy.

SECTION 1A: EFFECT OF TERMINAL ILLNESS ACCELERATED DEATH BENEFIT PAYMENTS ON POLICY PROVISIONS AND RIDERS AND ENDORSEMENTS

SPECIFIED AMOUNT – The Specified Amount will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

The remaining portion of the Specified Amount in effect may be less than Our minimum requirements for the Policy.

MONTHLY DEDUCTION – We will waive the Monthly Deductions following the Election of Accelerated Death Benefits for Terminal Illness.

ACCOUNT VALUE – The Account Value will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

MINIMUM ACCOUNT VALUE – The Minimum Account Value will be reduced on the Election Day by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

GRACE PERIOD AND NO LAPSE GUARANTEE – After You receive Accelerated Death Benefits for Terminal Illness under this Endorsement, the Policy will not enter the Grace Period. If the Policy contains a No Lapse Guarantee provision, the No Lapse Guarantee period will not change and We will consider the Monthly No Lapse Guarantee Premium as having been paid for the purpose of the No Lapse Guarantee calculation as described in the Policy.

POLICY DEBT – If the Policy has Policy Debt, a portion of the Accelerated Death Benefit Payment will be used to reduce the Policy Debt. On the Election Date, the Policy Debt and the Accelerated Death Benefit Payment will be reduced by the “Debt Repayment Amount”. The Debt Repayment Amount is equal to the Policy Debt on the Election Date multiplied by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

ADDITIONAL ACCOUNTS – If a Policy provision, Rider, or Endorsement includes an additional account which is only used to determine whether some or all of the Policy’s Death Benefit will remain in effect, the additional account and the Specified Amount used in the calculation of the additional account will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

After You receive benefits for Accelerated Death Benefits for Terminal Illness under this Endorsement, We will waive any items deducted from the additional account.

OTHER RIDERS AND ENDORSEMENTS – Upon Election, all Riders and Endorsements attached to the Policy will continue to be effective subject to the terms and conditions of each Rider or Endorsement.

POLICY LOANS – After You receive Accelerated Death Benefits for Terminal Illness under this Endorsement, You may obtain Policy Loans as described under the Policy Loan provisions of the Policy. As described under the Policy Debt provision above, a portion of the Accelerated Death Benefit Payment will be used to repay any Policy Debt in effect on the Election Date.

WITHDRAWALS – After You receive Accelerated Death Benefits for Terminal Illness under this Endorsement, You may take Withdrawals as stated in Your Policy.

POLICY CHANGES – After You receive Accelerated Death Benefits for Terminal Illness under this Endorsement, You may elect to increase or decrease the Specified Amount or change the Death Benefit Option as stated in Your Policy.

SECTION 2: ACCELERATED DEATH BENEFITS FOR CHRONIC ILLNESS

BENEFIT AMOUNT FOR CHRONIC ILLNESS – At the time of Election, You will specify the portion of the Policy Death Benefit You wish to accelerate.

The minimum Accelerated Death Benefit for Chronic Illness at each Election, except the Final Election, is the smaller of 5% of the Policy Death Benefit on the Initial Election Date or \$50,000.

The maximum Accelerated Death Benefit for Chronic Illness at each Election is the smaller of 24% of the Policy Death Benefit on the Initial Election Date, or \$240,000. This amount may be smaller for a Final Election.

You can accelerate an amount less than the minimum Accelerated Death Benefit for Chronic Illness allowed if it is necessary to do so to comply with the \$1,000,000 maximum Accelerated Death Benefit limitation for this Endorsement.

The Accelerated Death Benefit may be limited when policy changes are made. See the Policy Changes provision on page 2 for details.

BENEFIT PAYMENT FOR CHRONIC ILLNESS – Each Accelerated Death Benefit Payment will be paid in a lump sum, unless a Periodic Payment is chosen by You. The lump sum payment will at least be equal to the Net Cash Surrender Value immediately prior to the Election Date multiplied by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

PERIODIC PAYMENT – Under a Periodic Payment, We will divide the Accelerated Death Benefit Payment into equal Periodic Payments that will be paid in lieu of a lump sum payment. You may select to receive Periodic Payments as frequently as once each month.

FINAL ELECTION – A Final Election is available if the maximum Chronic Illness Accelerated Death Benefit at the time of the Election is greater than the remaining Death Benefit in the Policy, minus the Residual Death Benefit. A Final Election occurs when You accelerate all of the remaining Death Benefit in Your Policy minus the Residual Death Benefit. The payment must first be applied to pay off any Policy Debt to Us.

Upon a Final Election, all Riders and Endorsements attached to the Policy, except this Endorsement, will terminate on the Final Election date. Loans are not available after a Final Election.

RESIDUAL DEATH BENEFIT – If a Final Election has occurred, the Residual Death Benefit will be paid to the Beneficiary in a lump sum upon due proof of death of the Survivor.

ELECTION OF BENEFITS FOR CHRONIC ILLNESS – To elect Accelerated Death Benefits, You must complete an application. We will provide this application within 15 days of the receipt of Your written request at Our Executive Office. If We do not send the application to Your last known address within 15 days of the receipt of Your notice, it will be considered You complied with the Election requirements as long as You submit a Physician's written certification that the Survivor is Chronically Ill. You must also provide Us with written consent of any assignee and any Irrevocable Beneficiaries.

A Chronic Illness Election is effective for 12 months starting from the Election Date and only one Election can be made in this 12-month period.

If the Survivor dies after You elect to receive Accelerated Death Benefits, but before the payment is made, the Election will be cancelled and the Death Benefit will be paid as described in Your Policy. If the Survivor dies before all Periodic Payments are paid, We will pay the Death Benefit in lieu of the remaining Accelerated Death Benefit Payments.

SECTION 2A: EFFECT OF CHRONIC ILLNESS ACCELERATED DEATH BENEFIT PAYMENTS ON POLICY PROVISIONS AND RIDERS AND ENDORSEMENTS

SPECIFIED AMOUNT – The Specified Amount will be reduced on each Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

For Periodic Payments, the reduction to the Specified Amount will be divided equally among the Periodic Payments and made at the time of each Periodic Payment.

The remaining portion of the Specified Amount in effect may be less than Our minimum requirements for the Policy. If prior to a Final Election We are no longer paying Accelerated Death Benefits, the Cost Of Insurance charges will be calculated as if the Policy had been originally issued at the reduced Specified Amount.

MONTHLY DEDUCTION – If the Death Benefit immediately prior to the initial Election Date does not exceed \$1,000,000, We will waive the Monthly Deductions while an Election is in effect (12 months following Election Date).

If the Death Benefit immediately prior to the initial Election Date exceeds \$1,000,000, while an Election is in effect, (12 months following the Election Date), the Monthly Deductions will be multiplied by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Specified Amount immediately prior to the initial Election Date less \$1,000,000
2. Specified Amount on the Election Date.

Monthly Deductions will stop being waived when an Election is no longer in effect.

ACCOUNT VALUE – The Account Value will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

For Periodic Payments, the reduction to the Account Value will be divided equally among the Periodic Payments and made at the time of each Periodic Payment.

MINIMUM ACCOUNT VALUE – The Minimum Account Value will be reduced on the Election Day by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

For Periodic Payments, the reduction to the Minimum Account Value will be divided equally among the Periodic Payments and made at the time of each Periodic Payment.

GRACE PERIOD AND NO LAPSE GUARANTEE – The Policy will not enter the Grace Period while an Election is in effect or the Policy is in Protected Status. If the Policy contains a No Lapse Guarantee provision, the No Lapse Guarantee period will not change and We will consider the Monthly No Lapse Guarantee Premium as having been paid for the purpose of the No Lapse Guarantee calculation as described in the Policy while an Election is in effect or while the Policy is in Protected Status.

If no Election is in effect and the Policy is not in Protected Status, any Monthly No Lapse Guarantee Premium required to continue the No Lapse Guarantee will be due. The new Monthly No Lapse Guarantee Premium after each Accelerated Death Benefit Payment will be calculated as if the Policy had been originally issued at the reduced Specified Amount.

POLICY DEBT – If You elect to receive Accelerated Death Benefits under this Endorsement while the Policy has Policy Debt, a portion of the Accelerated Death Benefit Payment will be used to reduce the Policy Debt. On the Election Date, the Policy Debt and the Accelerated Death Benefit Payment will be reduced by the Debt Repayment Amount. The Debt Repayment Amount is equal to the Policy Debt on the Election Date multiplied by the ratio of 1. divided by 2., where 1. and 2. are defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

For Periodic Payments, the Debt Repayment Amount will be divided equally over each Periodic Payment and will be applied at the time of each Periodic Payment.

ADDITIONAL ACCOUNTS – If a Policy provision, Rider, or Endorsement includes an additional account which is only used to determine whether some or all of the Policy's Death Benefit will remain in effect, the additional account and the Specified Amount used in the calculation of the additional account will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

For Periodic Payments, the reduction to the additional account will be divided equally among the Periodic Payments and made at the time of each Periodic Payment.

While We are paying Accelerated Death Benefits, We will waive any items deducted from the additional account. We will also waive these items after a Final Election.

OTHER RIDERS AND ENDORSEMENTS – Upon any Election other than a Final Election, all Riders and Endorsements attached to the Policy will continue to be effective subject to the terms and conditions of each Rider or Endorsement. Upon a Final Election, all Riders and Endorsements, except this Endorsement, attached to the Policy will terminate on the Final Election date. After the Initial Election Date, no additional Riders or Endorsements may be added to the Policy to which this Endorsement is attached. The Survivor's Accidental Death Benefit, if any, will not be affected by the acceleration of Death Benefits under this Endorsement.

POLICY LOANS – After any Election, other than a Final Election, You may obtain loans as described under the Policy Loan provisions of the Policy. As described under the Policy Debt provision above, a portion of each Accelerated Death Benefit Payment will be used to repay any Policy Debt. Following a Final Election, Policy Loans are not available.

WITHDRAWALS – If You elect to receive Accelerated Death Benefits under this Endorsement, Withdrawals are not available while an Election is in effect or the Policy is in Protected Status. After You have received Benefits for Chronic Illness under this Endorsement, if the Policy is not in Protected Status, You may take Withdrawals as stated in Your Policy.

POLICY CHANGES – If You elect to receive Accelerated Death Benefits under this Endorsement, You cannot elect to increase or decrease the Specified Amount or change the Death Benefit Option on the Policy while an Election is in effect or the Policy is in Protected Status. If no Election is in effect and the Policy is not in Protected Status, You may elect to increase or decrease the Specified Amount or change the Death Benefit Option as stated in Your Policy.

DEATH BENEFITS AFTER MAXIMUM BENEFIT – If You have accelerated the maximum Accelerated Death Benefit of \$1,000,000 from the Policy, the following provisions will apply:

1. If a Final Election has occurred, the Residual Death Benefit will be paid upon due proof of death of the Survivor.
2. If a Final Election has not occurred and the Policy is in Protected Status, the Policy is guaranteed not to enter the Grace Period, and, upon due proof of death of the Survivor, We will pay the Beneficiary any remaining portion of the Death Benefit that We have not accelerated to the Owner under this Endorsement.
3. If a Final Election has not occurred and the Policy is not in Protected Status, We will pay a Death Benefit of at least \$50,000 upon due proof of death of the Survivor.

OTHER PROVISIONS

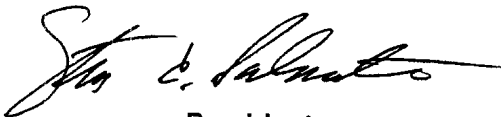
INCONTESTABILITY – This Endorsement is contestable on the same basis as the Policy to which it is attached.

REINSTATEMENT – If the Policy is reinstated, this Endorsement will be reinstated unless the maximum Accelerated Death Benefit has been paid under this Endorsement.

TERMINATION OF THIS ENDORSEMENT – This Endorsement will terminate upon the earliest of:

1. The date the Survivor dies; or
2. The date the maximum Accelerated Death Benefit is paid; or
3. The Monthly Anniversary following Our receipt of Your written request to terminate this Endorsement; or
4. The date the Policy terminates; or.
5. The date You elect a Non-Forfeiture Option under the Policy.

Termination of this Endorsement will not affect any Accelerated Death Benefit Payments that were made while this Endorsement was in effect.



President



Secretary



A Member of the Sammons Financial Group

A Stock Company

Principal Office: 4601 Westown Parkway, Suite 300, West Des Moines, IA 50266 ♦ (515) 440-5500

Executive Office: One Sammons Plaza, Sioux Falls, SD 57193 ♦ (800) 923-3223

www.MNlife.com

ACCELERATED DEATH BENEFIT ENDORSEMENT

PAYMENT OF ACCELERATED DEATH BENEFITS PAID UNDER THIS ENDORSEMENT WILL REDUCE THE POLICY'S DEATH BENEFIT AND POLICY VALUES, WHICH INCLUDE, BUT ARE NOT LIMITED TO, THE ACCOUNT VALUE, CASH SURRENDER VALUE, AND LOAN VALUE.

UNLIKE CONVENTIONAL LIFE INSURANCE PROCEEDS, AMOUNTS PAYABLE AS ACCELERATED DEATH BENEFITS COULD BE TAXABLE UNDER SOME CIRCUMSTANCES. WE RECOMMEND THAT YOU CONSULT YOUR PERSONAL TAX ADVISOR PRIOR TO ELECTING AN ACCELERATED DEATH BENEFIT UNDER THIS ENDORSEMENT TO ASSESS THE TAX TREATMENT IN YOUR INDIVIDUAL CIRCUMSTANCES.

THE ACCELERATED DEATH BENEFITS OF THIS ENDORSEMENT ARE NOT PAYABLE IF THE POLICY TO WHICH IT IS ATTACHED IS NOT IN EFFECT.

The Owner is referred to as "You" or "Your"; Midland National Life Insurance is referred to as "We", "Our", or "Us."

This Endorsement is attached to and made a part of Your Policy. Except as provided in this Endorsement, all other terms, provisions and conditions of Your Policy remain the same.

EFFECTIVE DATE – The Effective Date of this Endorsement is the Policy Date shown in the Schedule of Policy Benefits of Your Policy.

CONSIDERATION – This Endorsement is issued in consideration of the application and payment of the initial premium for the base Policy. There is no additional charge associated with this Endorsement. However, an administrative fee is required when an Accelerated Death Benefit Payment is made.

ENDORSEMENT BENEFITS – This Endorsement provides Accelerated Death Benefits for Terminal Illness.

We will pay You, or Your estate, a portion of the Policy Death Benefit You wish to accelerate after the death of the first Insured during the lifetime of the Survivor upon Our receipt of due Proof of Qualifying Event that the Survivor is Terminally Ill as defined in this Endorsement. Unless the Accelerated Death Benefits have been otherwise assigned or designated by You, such Accelerated Death Benefit will be paid:

1. While the Policy is in effect, other than by reduced paid-up life insurance; and
2. Upon Election by You; and
3. In lieu of payment of the full Death Benefit of the Policy upon the death of the Survivor; and
4. Subject to the terms of this Endorsement.

The Survivor's Accidental Death Benefit, if any, will not be affected by the acceleration of Death Benefits under this Endorsement.

Prior to or beginning with the Election to accelerate Death Benefits, You, and any Irrevocable Beneficiary, will be provided a statement demonstrating the effect of the acceleration of the Death Benefit payment on the Policy's Net Cash Surrender Value, Death Benefit, Monthly Deductions, and Policy Debt. It will include any premium necessary to continue coverage following acceleration, the administrative fee and the discount applied to the Accelerated Death Benefit.

ACCELERATED DEATH BENEFIT PAYMENT – The Accelerated Death Benefit Payment will be determined upon Your Election. The following factors may be used in the determination of the payment:

1. The Accelerated Death Benefit; and
2. The future expected lifetime of the Survivor; and
3. The Accelerated Death Benefit Interest Rate in effect; and
4. The administrative fee. The maximum administrative fee will not exceed \$200.00 for each Election.

We will pay the present value of the Policy Death Benefit that is being accelerated (the Accelerated Death Benefit). An actuarial discount based on mortality and interest will be applied to the Accelerated Death Benefit. This discount reflects the early payment of the Death Benefit that is being accelerated. The discount will be based on mortality rates and an annual interest rate which has been declared by Us in effect as of the Election Date.

The Accelerated Benefit Payment will be less than the Accelerated Death Benefit.

DEATH BENEFIT – If You elect to receive Accelerated Death Benefits under this Endorsement, the Policy's Death Benefit payable upon due proof of death of the Survivor to Your Beneficiary will be reduced. We will reduce the Death Benefit amount by the Accelerated Death Benefits under this Endorsement. Upon due proof of death of the Survivor, We will pay the Beneficiary any remaining portion of the Death Benefit that We have not accelerated to the Owner under this Endorsement.

PROVISIONS OR RIDERS OR ENDORSEMENTS THAT RESTRICT CHANGES TO YOUR DEATH BENEFIT – If You have elected a Policy provision, Rider, or Endorsement that restricts You from making changes to Your Death Benefit, You may not elect Accelerated Death Benefits under this Endorsement.

DEFINITIONS

Accelerated Death Benefits – are the advance payment of a portion of the Death Benefits payable under Your Policy, subject to the conditions of this Endorsement. At the time of Election, You will specify the portion of the Death Benefit You wish to accelerate, which is the Accelerated Death Benefit on the Election Date.

Accelerated Death Benefit Interest Rate – means the interest rate used in calculating the Accelerated Death Payment. The Accelerated Death Benefit Interest Rate will not exceed the greater of:

1. The yield on 90-day U.S. Treasury Bills on the Election Date; and
2. The maximum adjustable Policy Loan interest rate allowed by law on each Election Date.

Election Date – means the Monthly Anniversary immediately following the date the signed application to elect Accelerated Death Benefits under this Endorsement is approved by Us.

Immediate Family – means the spouse, children, siblings, parents, grandparents, grandchildren, and any of their spouses.

Physician – is a licensed medical doctor or licensed doctor of osteopathy operating within the scope of the license. A Physician cannot be You, the Survivor, a member of Your Immediate Family, or a member of the Survivor's Immediate Family.

Proof of Qualifying Event – is a Written Notice consisting of documents necessary to prove the Survivor's eligibility for Accelerated Death Benefits under this Endorsement. "Written Notice" is a properly completed application form and a Physician's written certification acceptable to Us that the Survivor meets the definition of Terminal Illness. We may request additional medical information from the Survivor's Physician which describes the nature and extent of the Qualifying Event.

Qualifying Event – means a medical condition which results in a Terminal Illness. After We receive Proof of Qualifying Event, We may require a second opinion and examination by a Physician We designate. In the event the Survivor's Physician and Our appointed Physician disagree on whether the Survivor is Terminally Ill, Accelerated Death Benefit eligibility will be determined by a third medical opinion provided by a Physician mutually acceptable to both You and Us. We will pay for the expense of these additional medical opinions.

Survivor – means the last living person insured by the Policy to which this Endorsement is attached whose Death Benefit is being accelerated. This does not include any additional persons(s) insured by Riders or Endorsements attached to the Policy.

Terminally Ill or Terminal Illness – means the Survivor has been certified through a written certification by a Physician that the Survivor has been diagnosed with a medical condition which results in a drastically limited life span. A drastically limited life span is a life span of 24 months or less.

ACCELERATED DEATH BENEFITS FOR TERMINAL ILLNESS

BENEFIT AMOUNT FOR TERMINAL ILLNESS – At the time of Election, You will specify the Accelerated Death Benefit, which is the portion of the Policy Death Benefit You wish to accelerate.

The minimum Accelerated Death Benefit for Terminal Illness is the smaller of 10% of the Death Benefit on the Election Date or \$100,000.

The maximum Accelerated Death Benefit for Terminal Illness is the smaller of 75% of the Death Benefit on the Election Date or \$750,000.

The Accelerated Death Benefit may be limited when policy changes are made. See the Accelerated Death Benefit Payment provision for details.

BENEFIT PAYMENT FOR TERMINAL ILLNESS – The Accelerated Death Benefit Payment will be paid in a lump sum, and will at least be equal to the Net Cash Surrender Value multiplied by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

ELECTION OF BENEFITS FOR TERMINAL ILLNESS – To elect Accelerated Death Benefits, You must complete an application. We will provide this application within 15 days of the receipt of Your written request at Our Executive Office. If We do not send the application to Your last known address within 15 days of the receipt of Your request, it will be considered You complied with the Election requirements as long as You submit a Physician's written certification that the Survivor is Terminally Ill. You must also provide Us with written consent of any assignee and any Irrevocable Beneficiaries.

Only one Election can be made for Terminal Illness. If the Survivor dies after You elect to receive Accelerated Death Benefits under this Endorsement, but before any Accelerated Death Benefit Payment is made, the Election will be cancelled and the Death Benefit will be paid as described in Your Policy.

SECTION 1: EFFECT OF TERMINAL ILLNESS ACCELERATED DEATH BENEFIT PAYMENTS ON POLICY PROVISIONS AND RIDERS AND ENDORSEMENTS

SPECIFIED AMOUNT – The Specified Amount will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

The remaining portion of the Specified Amount in effect may be less than Our minimum requirements for the Policy.

MONTHLY DEDUCTION – We will waive the Monthly Deductions following the Election of Accelerated Death Benefits for Terminal Illness.

ACCOUNT VALUE – The Account Value will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

MINIMUM ACCOUNT VALUE – The Minimum Account Value will be reduced on the Election Day by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

GRACE PERIOD AND NO LAPSE GUARANTEE – After You receive Accelerated Death Benefits for Terminal Illness under this Endorsement, the Policy will not enter the Grace Period. If the Policy contains a No Lapse Guarantee provision, the No Lapse Guarantee period will not change and We will consider the Monthly No Lapse Guarantee Premium as having been paid for the purpose of the No Lapse Guarantee calculation as described in the Policy.

POLICY DEBT – If the Policy has Policy Debt, a portion of the Accelerated Death Benefit Payment will be used to reduce the Policy Debt. On the Election Date, the Policy Debt and the Accelerated Death Benefit Payment will be reduced by the Debt Repayment Amount. The Debt Repayment Amount is equal to the Policy Debt on the Election Date multiplied by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

ADDITIONAL ACCOUNTS – If a Policy provision, Rider, or Endorsement includes an additional account which is only used to determine whether some or all of the Policy's Death Benefit will remain in effect, the additional account and the Specified Amount used in the calculation of the additional account will be reduced on the Election Date by the ratio of 1. divided by 2., where 1. and 2. are as defined below:

1. Accelerated Death Benefit on the Election Date.
2. Death Benefit immediately prior to the Election Date.

After You receive Accelerated Death Benefits for Terminal Illness under this Endorsement, We will waive any items deducted from the additional account.

OTHER RIDERS AND ENDORSEMENTS – Upon Election, all Riders and Endorsements attached to the Policy will continue to be effective subject to the terms and conditions of each Rider or Endorsement.

POLICY LOANS – After You receive Accelerated Death Benefits for Terminal Illness under this Endorsement, You may obtain Policy Loans as described under the Policy Loan provisions of the Policy. As described under the Policy Debt provision above, a portion of the Accelerated Death Benefit Payment will be used to repay any Policy Debt in effect on the Election Date.

WITHDRAWALS – After You receive Accelerated Death Benefits for Terminal Illness under this Endorsement, You may take Withdrawals as stated in Your Policy.

POLICY CHANGES – After You receive Accelerated Death Benefits for Terminal Illness under this Endorsement, You may elect to increase or decrease the Specified Amount or change the Death Benefit Option as stated in Your Policy.

OTHER PROVISIONS


INCONTESTABILITY – This Endorsement is contestable on the same basis as the Policy to which it is attached.

REINSTATEMENT – If the Policy is reinstated, this Endorsement will be reinstated unless the maximum Accelerated Death Benefit has been paid under this Endorsement.

TERMINATION OF THIS ENDORSEMENT – This Endorsement will terminate upon the earliest of:

1. The date the Survivor dies; or
2. The date the maximum Accelerated Death Benefit is paid; or
3. The Monthly Anniversary following Our receipt of Your written request to terminate this Endorsement; or
4. The date the Policy terminates; or
5. The date You elect a Non-Forfeiture Option under the Policy.

Termination of this Endorsement will not affect any Accelerated Death Benefit Payment that was made while this Endorsement was in effect.



President



Secretary

<i>SERFF Tracking Number:</i>	<i>NALH-126431060</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Midland National Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>44460</i>
<i>Company Tracking Number:</i>	<i>TR153;TR154</i>		
<i>TOI:</i>	<i>L08 Life - Other</i>	<i>Sub-TOI:</i>	<i>L08.000 Life - Other</i>
<i>Product Name:</i>	<i>TR153;TR154</i>		
<i>Project Name/Number:</i>	<i>TR153;TR154/TR153;TR154</i>		

Supporting Document Schedules

	Item Status:	Status Date:
<p>Satisfied - Item: Flesch Certification</p> <p>Comments:</p> <p>Attachments:</p> <p>AR Bulletin 11-83 Cert.pdf</p> <p>AR L & H 1 cert.pdf</p> <p>READABILITY CERTIFICATE.pdf</p>		
<p>Satisfied - Item: Application</p> <p>Comments:</p> <p>Application form, 9301, approved on 4/12/2006, state tracking number 32383, will be used to solicit this endorsement.</p>		
<p>Satisfied - Item: Statement of variability</p> <p>Comments:</p> <p>Attachment:</p> <p>Stmnt of Variability - TR153.pdf</p>		
<p>Satisfied - Item: Disclosure form, benefit payment worksheet and sample schedule pages</p> <p>Comments:</p> <p>Attachments:</p> <p>8138 Survivor ADBR Disclosure 12-4-09.pdf</p> <p>13492 Benefit Worksheet Notice CI-TI sample.pdf</p> <p>Sample schedule LS139 Ci-TI.pdf</p> <p>Sample schedule LS139 TI.pdf</p>		

Bulletin 11-83 Certification
Guidelines for non-guaranteed costs on participating and non-participating life insurance

RE:

I have reviewed the guidelines of Bulletin 11-83 and the referenced form complies with these guidelines.

A handwritten signature in black ink, appearing to read "Tim Reuer", is written over a horizontal line.

Timothy Reuer, FSA, MAAA
Vice President, Product Development

Date:

State of Arkansas

Certificate of Compliance

Form TR153 and TR154

On behalf of Midland National Life Insurance Company I certify the company is in compliance with:

Rule and Regulation 19.

Rule and Regulation 34 for Universal Life Insurance;

Rule and Regulation 49 – each policyholder will be provided a life and health guaranty notice at time of issue;

A.C.A. § 23-79-138 for Policy Information Requirements – each policy will contain the contact information of the policyholder's service office, soliciting agent and the state insurance department.

External Indexed Universal Life Guidelines –

- We have reviewed the requirements related to the contract summary disclosure and believe we are in compliance with the guidelines. The guidelines require the disclosure be provided at time of application and also requires prominent display of any surrender charges. However, with a universal life policy it is not possible to display the surrender charges in the disclosure at time of application. Surrender charges are based on the individual's sex, policy age on the policy date and premium class of the Insured, unlike an annuity contract.
- We have reviewed the Agent Education requirements as outlined in the Department's External Indexed Guidelines and certify this policy will not be solicited by any person who is not trained and qualified.
- The Company will address external-indexed contracts separately in the annual actuarial opinion and memorandum addressing each year the amount and type of assets held and the level of reserves and how developed.
- The Company will establish and maintain a detailed file defining the system for hedging. Results of regular analysis of the effectiveness of the system will be made part of the file.

Paula Kunkel-White, Senior Contracts Analyst

Date: December 28, 2009

READABILITY CERTIFICATE

I certify that Readability has been tested under the Flesch Readability formula set forth by Rudolph Flesch in his book, The Art of Readability Writing and that the form(s) meet your minimum readability requirements for the form(s) listed below:

<u>Form Number</u>	<u>Description</u>	<u>Score</u>
TR153	Accelerated Death Benefit Endorsement (Chronic-Terminal)	50.5
TR154	Accelerated Death Benefit Endorsement (Terminal only)	50.1

A handwritten signature in black ink, appearing to read "Tim Reuer", is written over a horizontal line.

Timothy Reuer, FSA, MAAA
Vice President - Product Development
Midland National Life Insurance Company

November 24, 2009

Date

Statement of Variability - Endorsement Form TR153 w/ Schedule Pages LS139 and LW139

The following is the bracketed item and the corresponding range of values. This item is bracketed for future flexibility.

The following criteria are used to determine the value of the bracketed item:

- The Company's experience for lapses, mortality and expenses
- The market conditions and the competitive environment.

Bracketed Item	Variable Text/Range
Cumulative Accelerated Benefit Percentage	Range of Variability 25% -75%

TR153 – SOV

ACCELERATED DEATH BENEFIT SUMMARY and DISCLOSURE STATEMENT for SURVIVOR PRODUCT

EFFECTIVE DATE – The Accelerated Death Benefit Endorsement takes effect on the Policy Date.

PREMIUM – There is no additional premium charge for the Accelerated Death Benefit Endorsement provided under this life insurance Policy. However, there is an administrative fee when an Accelerated Death Benefit Payment is made.

The accelerated death benefits provided under the endorsement of this life insurance Policy may provide benefits to pay for long-term care services but are NOT part of a long-term care or nursing home insurance Policy and the amount these products pay may not be enough to cover your medical, nursing home or other bills. Accelerated Death Benefit Payments used to pay for long-term care services are subject to limits imposed by the federal government and any amounts received in excess of these limits are includible in taxable income. You may use the money you receive as an accelerated death benefit for any purpose. Unlike conventional life insurance proceeds, amounts payable as accelerated death benefits **COULD BE TAXABLE UNDER SOME CIRCUMSTANCES**. We recommend that you consult your personal tax advisor prior to electing an accelerated death benefit.

If you already have long-term care insurance, Medicaid, or similar coverage, you should consider whether the accelerated death benefits provided under this Policy are suitable for your needs. Receipt of accelerated death benefits under this Policy **MAY AFFECT YOUR ELIGIBILITY FOR MEDICAID, SUPPLEMENTAL SECURITY INCOME (“SSI”), OR OTHER GOVERNMENT BENEFITS OR ENTITLEMENTS**. Contact the Medicaid Unit of your local Department of Public Welfare and the Social Security Administration Office for more information.

THE BENEFIT AND ITS EFFECT ON POLICY PROVISIONS

Upon written request by the owner (“You”) of the Policy, the company will pay an Accelerated Death Benefit described below, subject to the limitations and requirements outlined in the Accelerated Death Benefit Endorsement. Any assignee or Irrevocable Beneficiary must consent before we make an Accelerated Death Benefit Payment. The maximum Accelerated Death Benefit that We will accelerate on the Policy is \$1,000,000. Accelerated Death benefits paid under this Endorsement will reduce the Policy’s Death Benefit and Policy values, if any, which include but are not limited to the Account Value, Net Cash Surrender Value, and loan value.

Accelerated Death Benefit for Terminal Illness: You may elect to receive advancement of the Death Benefit when the Survivor has a Terminal Illness while this Endorsement is in effect. A Survivor qualifies as being Terminally Ill if a Physician has certified that the Survivor’s life expectancy is 24 months or less.

The minimum Accelerated Death Benefit for Terminal Illness is the lesser of 10% of the Death Benefit on the Election Date or \$100,000.

The maximum Accelerated Death Benefit for Terminal Illness is the lesser of 75% of the Death Benefit on the Election Date or \$750,000.

The Accelerated Benefit Payment (hereinafter “Payment”) will be determined upon Your election. Payment will be paid in a lump sum. We will pay the present value of the Policy Death Benefit that is being accelerated (the Accelerated Death Benefit). An actuarial discount based on mortality and interest will be applied to the Accelerated Death Benefit. This discount reflects the early payment of the Death Benefit that is being accelerated.

We will waive the Monthly Deductions following the Election of Accelerated Death Benefits for Terminal Illness. Upon Election, all Riders and Endorsements attached to the Policy will continue to be effective subject to the terms and conditions of each Rider or Endorsement. After You receive Accelerated Death Benefits for Terminal Illness under this Endorsement and as stated in Your Policy, You may take Withdrawals; elect to increase or decrease the Specified Amount or change the Death Benefit Option; and You may obtain loans as described under the Policy loan provision. A portion of the Accelerated Death Benefit Payment will be used to reduce any Policy Debt.

Only one election can be made for Terminal Illness under this Endorsement. If the Survivor dies after You elect to receive Accelerated Death Benefits under this Endorsement, but before any Accelerated Death Benefit Payment is made, the Election will be cancelled and the Death Benefit will be paid as described in Your Policy.

Accelerated Death Benefit for Chronic Illness (if available)¹: You may elect to receive advancement of the Accelerated Death Benefits when the Survivor is Chronically Ill while this Endorsement is in effect.

A Survivor qualifies as being Chronically Ill if a Physician has certified within the last 12 months that the Survivor:

1. Is permanently unable to perform for at least 90 consecutive days, without Substantial Assistance from another person, at least two Activities of Daily Living; "90 consecutive days" includes consecutive days immediately prior to the Policy being in effect; or
2. Requires Substantial Supervision by another person to protect oneself from threats to health and safety due to Severe Cognitive Impairment.

Activities of Daily Living are: bathing, continence, dressing, eating, toileting, or transferring.

Severe Cognitive Impairment means deterioration or loss of intellectual capacity that is measured by clinical evidence and standardized tests which reliably measure impairment in:

1. Short-term or long-term memory; or
2. Orientation to people, places, or time; or
3. Deductive or abstract reasoning.

The minimum Accelerated Death Benefit for Chronic Illness, at each Election, except the Final Election, is the smaller of 5% of the Policy Death Benefit on the Initial Election Date or \$50,000.

You can accelerate an amount less than the minimum Accelerated Death Benefit for Chronic Illness allowed if it is necessary to do so to comply with the \$1,000,000 maximum Accelerated Death Benefit limitation for this Endorsement.

The maximum Accelerated Death Benefit for Chronic Illness, at each Election, is the smaller of 24% of the Policy Death Benefit on the initial Election Date, or \$240,000. This amount may be smaller for a Final Election.

The Accelerated Benefit Payment will be determined as of each Election Date. Each Payment will be paid in a lump sum, unless a Periodic Payment is chosen by You. We will pay the present value of the Policy Death Benefit that is being accelerated (the Accelerated Death Benefit). An actuarial discount based on mortality and interest will be applied to the Accelerated Death Benefit. This discount reflects the early payment of the Death Benefit that is being accelerated.

Under a Periodic Payment, We will divide the Accelerated Death Benefit Payment into equal Periodic Payments that will be paid in lieu of a lump sum payment. You may select to receive Periodic Payments as frequently as once each month.

A Final Election is available if the maximum Chronic Illness Accelerated Death Benefit at the time of Election is greater than the remaining Death Benefit in the Policy, minus the Residual Death Benefit. A Final Election occurs when You accelerate all of the Death Benefit in Your Policy, minus the Residual Death Benefit. The Payment must first be applied to pay off any Policy Debt to Us.

Residual Death Benefit is the greater of 5% of the Policy Death Benefit on the Initial Election Date or \$10,000. The Residual Death Benefit only applies to benefits for Chronic Illness.

We will waive the Monthly Deductions while a Chronic Illness Election is in effect (12 months following the Election Date) immediately prior to the Initial Election Date if the Death Benefit does not exceed \$1,000,000. If the Death Benefit immediately prior to the initial Election Date exceeds \$1,000,000, while an Election is in effect the Monthly Deductions will be multiplied by the specified ratio, as stated in the Endorsement. Monthly Deductions will stop being waived when an Election is no longer in effect.

In addition, while the Chronic Illness Election is in effect and as stated in Your Policy, You cannot take Withdrawals; cannot elect to increase or decrease the Specified Amount or change the Death Benefit Option; and after any Election, other than a Final Election, You may obtain loans as described under the Policy Loan provisions of the Policy. On the Election Date, the Policy Debt and the Accelerated Death Benefit Payment will be reduced by the Debt Repayment Amount. Following a Final Election, Policy Loans are not available.

Upon any Election other than a Final Election, all Riders and Endorsements attached to the Policy will continue to be effective subject to the terms and conditions of each Rider or Endorsement. Upon a Final Election, all Riders and Endorsements, except this Endorsement, attached to the Policy will terminate on the Final Election date. After the Initial Election Date, no additional Riders or Endorsements may be added to the Policy to which this Endorsement is attached.

A Chronic Illness Election is effective for 12 months starting from the Election Date and only one Election can be made in this 12-month period. If the Survivor dies after You elect to receive Accelerated Death Benefits, but before the payment is made, the Election will be cancelled and the Death Benefit will be paid as described in Your Policy. If the Survivor dies before all Periodic Payments are paid, We will pay the Death Benefit in lieu of the remaining Accelerated Death Benefit Payments. If a Final Election has occurred, the Residual Death Benefit will be paid to the Beneficiary in a lump sum upon due proof of death of the Survivor.

¹ **Proposed Insureds are subject to underwriting eligibility requirements to qualify for the Chronic Illness benefit of the Accelerated Death Benefit Endorsement. If a Proposed Insured does not meet the underwriting eligibility requirements, only the Accelerated Death Benefits Endorsement for Terminal Illness is available.**

ACKNOWLEDGEMENT – I acknowledge that I have received and read this Accelerated Benefit Summary and Disclosure Statement that was furnished to me prior to signing the application.

A signed copy of this disclosure is required to be returned with the application to the Executive Office for the following states: AL, AR, IL, IN, KS, LA, MI, MN, MS, NC, OH, OK, PA, and VA.

Signature of Proposed Owner One X	Date
Signature of Proposed Owner Two X	Date
Signature of Agent (Insurance Producer in OR) X	Date

Policy Number _____
For Conversions and exchanges, please indicate new policy number, if assigned.

Sample Illustration of Impact of Accelerated Death Benefits on Policy Provisions For Chronic Illness		Sample Illustration of Impact of Accelerated Death Benefits on Policy Provisions For Terminal Illness	
Immediately Prior to initial Election:		Immediately Prior to initial Election:	
Death Benefit (DB)	\$100,000	Death Benefit (DB)	\$100,000
Account Value	\$30,000	Account Value	\$30,000
Policy Debt	\$10,000	Policy Debt	\$10,000
Net Cash Surrender Value	\$20,000	Net Cash Surrender Value	\$20,000
Monthly Deductions	\$300	Monthly Deductions	\$300
Initial Election:		Election:	
<u>Limitations on Benefits</u>		<u>Limitations on Benefits</u>	
Maximum Accelerated Death Benefit	\$24,000	Maximum Accelerated Death Benefit	\$75,000
24% of DB or \$240,000 if smaller		75% of DB or \$750,000 if smaller	
Residual Death Benefit \$10,000		<u>Requested on Application for Election:</u>	
5% of DB or \$10,000 if greater		Accelerated Death Benefit	\$20,000
<u>Requested on Application for Election:</u>			
Accelerated Death Benefit	\$20,000		
Immediately After Initial Election:		Immediately After Election:	
Death Benefit	\$80,000	Death Benefit	\$80,000
Reduced by Accelerated DB		Reduced by Accelerated DB	
\$100,000 - \$20,000		\$100,000 - \$20,000	
Account Value	\$24,000	Account Value	\$24,000
Reduced by Accelerated DB / DB		Reduced by Accelerated DB / DB	
Reduced by \$20,000 - \$100,000 = 20%		Reduced by \$20,000 - \$100,000 = 20%	
\$30,000 * (100% - 20%)		\$30,000 * (100% - 20%)	
Debt Repayment Amount	\$2,000	Debt Repayment Amount	\$2,000
Accelerated DB * Policy Debt / DB		Accelerated DB * Policy Debt / DB	
20,000 * 10,000 / \$100,000		\$20,000 * 10,000 / \$100,000	
Policy Debt	\$8,000	Policy Debt	\$8,000
Reduced by Debt Repayment Amount		Reduced by Debt Repayment Amount	
\$10,000 - \$2,000		\$10,000 - \$2,000	
Monthly Deductions	\$0 (Waived)	Monthly Deductions	\$0 (Waived)

ACCELERATED DEATH BENEFIT WORKSHEET & PAYMENT NOTICE

Accelerated Death Benefits may provide benefits to pay for long-term care services but the Benefit is NOT part of a long-term care or nursing home insurance Policy and the amount of the benefit may not be enough to cover Your medical, nursing home or other bills. Accelerated Death Benefit Payments used to pay for long-term care services are subject to limits imposed by the federal government and any amounts received in excess of these limits are includible in taxable income. You may use the money You receive as an Accelerated Death Benefit for any purpose.

UNLIKE CONVENTIONAL LIFE INSURANCE PROCEEDS, AMOUNTS PAYABLE AS ACCELERATED DEATH BENEFITS COULD BE TAXABLE UNDER SOME CIRCUMSTANCES. WE RECOMMEND THAT YOU CONSULT YOUR PERSONAL TAX ADVISOR PRIOR TO ELECTING AN ACCELERATED DEATH BENEFIT TO ASSESS THE TAX TREATMENT IN YOUR INDIVIDUAL CIRCUMSTANCES. THE ACCELERATED DEATH BENEFITS ARE NOT PAYABLE IF YOUR POLICY IS NOT IN EFFECT.

If You have long-term care insurance, Medicaid, or similar coverage, You should consider whether the Accelerated Death Benefits being provided are suitable for Your needs. Receipt of Accelerated Death Benefits MAY AFFECT YOUR ELIGIBILITY FOR MEDICARE, SUPPLEMENTAL SECURITY INCOME ("SSI"), OR OTHER GOVERNMENT BENEFITS OR ENTITLEMENTS. Contact the Medicaid Unit of Your local Department of Public Welfare and the Social Security Administration Office for more information.

THE BENEFIT

You (the Owner of the Policy) have requested an Accelerated Death Benefit under one of the following Accelerated Death Benefit Endorsements under your Policy.

- ☒ Chronic Illness
☐ Terminal Illness

You have requested that We pay the Accelerated Death Benefit Payment (Payment) to You in one of the following:

- ☒ One lump sum Payment; or
☐ Two (2) Periodic Payments, separated by 6 months; or
☐ Four (4) Periodic Payments, separated by 3 months; or
☐ Twelve (12) Periodic Payments, separated by 1 month.

Payment of an Accelerated Death Benefit is subject to limitations and requirements outlined in the Endorsement.

EFFECT OF ACCELERATED DEATH BENEFIT ON POLICY VALUES

If You elect to receive an Accelerated Death Benefit, the Death Benefit payable upon the death of the Survivor to the Beneficiary will be reduced. Other Policy values will also be reduced, as described below.

The Policy's Specified Amount, Death Benefit and Account Value will be reduced in proportion to the Death Benefit that is accelerated. For example, if twenty percent (20%) of the Death Benefit is accelerated, then the Specified Amount, Death Benefit, and Account Value will all be reduced by 20% (which is the same as being multiplied by 80%).

If the Policy has an outstanding Policy Debt, a portion of the Payment will be used to reduce the Policy Debt. The Policy Debt will be reduced in proportion to the Death Benefit that is accelerated. This reduction is known as the Debt Repayment Amount. The Debt Repayment Amount will be subtracted from that Payment that You will receive.

Since the Accelerated Death Benefit Payment is made prior to death, the Payment that You receive will be reduced by a discount and will be less than the Death Benefit that You requested to accelerate.

The following is an illustration of the effect of the Accelerated Death Benefit Payment (ADBP) on your life insurance Policy:

Accelerated Death Benefit Payment Number: 1
 Accelerated Death Benefit: \$20,000
 Gross Accelerated Death Benefit Payment: \$17,128
Minus Administration Fee: \$200
Minus Debt Repayment Amount: \$1,000
 Net Accelerated Death Benefit Payment: \$15,928

	Before ADBP	After ADBP
Specified Amount	<u>\$200,000</u>	<u>\$180,000</u>
Policy Death Benefit	<u>\$200,000</u>	<u>\$180,000</u>
Policy Account Value	<u>\$30,000</u>	<u>\$27,000</u>
Policy Net Cash Surrender Value	<u>\$20,000</u>	<u>\$18,000</u>
Monthly Deductions	<u>\$300</u>	<u>\$0</u>
Outstanding Policy Debt	<u>\$10,000</u>	<u>\$9,000</u>
Maximum Loan Amount Available	<u>\$8,818</u>	<u>\$8,734</u>
Residual Death Benefit	<u>\$0</u>	<u>\$10,000</u>

Any Assignee or Irrevocable Beneficiary must consent before We make an Accelerated Death Benefit Payment. When We agree to accelerate the Policy Death Benefits, We will issue an amended Schedule of Policy Benefits to the Owner that will reflect any new, reduced in-force Specified Amount.

I acknowledge receipt of this Accelerated Death Benefit Worksheet & Benefit Payment Notice.

Signature of Owner X	Date
Signature of Assignee and/or Irrevocable Beneficiary X	Date

While Accelerated Death Benefits are being paid, an Accelerated Death Benefit Worksheet & Benefit Payment Notice will be provided to the Owner on an annual basis.

SCHEDULE OF POLICY BENEFITS (CONTINUED)

ADDITIONAL BENEFITS PROVIDED BY ENDORSEMENT OR RIDER

DESCRIPTION OF ADDITIONAL POLICY BENEFITS	YEARS PAYABLE/ EXPIRY DATE	BENEFIT UNITS OR AMOUNT	ANNUAL PREMIUM
[Estate Preservation Rider]	[01/01/2013]	[\$250,000]	[\$42.00]
[Survivor Premium Guarantee Rider]	[01/01/2094]	[\$N/A]	[\$138.00]
[Survivorship Policy Split Exchange Option Endorsement]	[01/01/2094]	[N/A]	[NONE]
[Accelerated Death Benefit Endorsement]	[01/01/2094]	[N/A]	[NONE]
Maximum Accelerated Death Benefit: \$1,000,000			
Terminal Illness:			
Maximum Election:			
The Smaller Of 75% Of The Death Benefit On			
Election Date Or \$750,000			
Life Expectancy To Qualify For Benefits:			
24 months Or Less			
Chronic Illness:			
Maximum of Each Election:			
The Smaller Of 24% Of The Death Benefit			
On Initial Election Date Or \$240,000			
Cumulative Accelerated Benefit Percentage: [50%]			

SCHEDULE OF POLICY BENEFITS (CONTINUED)

ADDITIONAL BENEFITS PROVIDED BY ENDORSEMENT OR RIDER

DESCRIPTION OF ADDITIONAL POLICY BENEFITS	YEARS PAYABLE/ EXPIRY DATE	BENEFIT UNITS OR AMOUNT	ANNUAL PREMIUM
[Estate Preservation Rider]	[01/01/2013]	[\$250,000]	[\$42.00]
[Survivor Premium Guarantee Rider]	[01/01/2094]	[\$N/A]	[\$138.00]
[Survivorship Policy Split Exchange Option Endorsement]	[01/01/2094]	[N/A]	[NONE]
[Accelerated Death Benefit Endorsement]	[01/01/2094]	[N/A]	[NONE]
Maximum Accelerated Death Benefit: \$1,000,000			
Terminal Illness:			
Maximum Election:			
The Smaller Of 75% Of The Death Benefit On			
Election Date Or \$750,000			
Life Expectancy To Qualify For Benefits:			
24 months Or Less			